

# **VASHOE COUNTY**

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# STAFF REPORT **BOARD MEETING DATE: December 9, 2014**

CM/ACM **Finance** Risk Mgt. HR Other N/A

DATE:

November 17, 2014

TO:

**Board of County Commissioners** 

FROM:

Rick Warner, P.E., Project Manager, Community Services Department,

954-4621, rwarner@washoecounty.us,

THROUGH: Dwayne Smith, P.E., Division Director, Engineering and Capital Projects,

Community Services Department, 328-2043, desmith@washoecounty.us

SUBJECT:

Recommendation to award a bid and approve the Agreement Form to the lowest responsive, responsible bidder for the South Truckee Meadows Water Reclamation Facility Biosolids Facilities Project recommended [KG Walters Construction Company, Inc., \$12,830,000]; and if approved, adopt a Resolution to augment the budget of the Washoe County Water Resources Enterprise Fund; and direct the Comptroller's Office to make

the appropriate adjustments. (Commission District 2.)

#### **SUMMARY**

Sealed bid for the South Truckee Meadows Water Reclamation Facility Biosolids Facilities Project was opened on October 30, 2014. The bid received for the project is as follows:

South Truckee Meadows Water Reclamation Facility Biosolids Facilities Project	
Bidder	Amount
KG Walter Construction Company	\$ 12,830,000
Engineer's Estimate	\$ 10,500,000

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

#### PREVIOUS ACTION

On October 8, 2013, the Board of County Commissioners (Board) approved execution of an Agreement for Consulting Engineering Services between CH2M Hill and Washoe County, dated September 2013, to provide engineering design services for the South Truckee Meadows Water Reclamation Facility Solids Management Project, in the amount of \$911,500.

On November 8, 2011, the Board approved execution of an Agreement for Consulting Engineering Services between CH2M Hill and Washoe County, dated October 2011, to provide preliminary engineering services for the South Truckee Meadows Water Reclamation Facility 2012 Rehabilitation and Enhancement Project, including Task 3 - Solids Processing Preliminary Engineering, in the amount of \$37,000.

On July 11, 2011, the Washoe County Purchasing and Contracts Manager approved an agreement for Consulting Engineering Services between Kennedy Jenks Consultants and Washoe County to provide concept-level planning services for waste solids treatment and disposal strategies for South Truckee Meadows Water Reclamation in the amount of \$49,000.

On August 20, 2002, the Board adopted the South Truckee Meadows Water and Wastewater Facility Plan.

#### **BACKGROUND**

Washoe County owns and operates the South Truckee Meadows Water Reclamation Facility (STMWRF), which provides sewer treatment to approximately 13,000 homes and businesses within southern Washoe County, including portions of the City of Reno. The facility was commissioned in 1990 and expanded in 2003. STMWRF is presently configured to treat up to 4.1 million gallons of sewage per day (mgd).

A product of the biological treatment process utilized at STMWRF is waste activated sludge – commonly referred to as waste solids, solids, or sludge. Since 1999, waste solids have been conveyed to the Truckee Meadows Water Reclamation Facility (TMWRF) for final treatment and disposal. Over the past several years, concept and preliminary engineering studies have concluded that developing on-site sludge treatment facilities at STMWRF is in the region's best interest, based upon:

- Increasing costs associated with treatment processes at TMWRF, which now approach \$800,000 per year, has made onsite waste solids treatment at STMWRF a feasible economic alternative.
- Regional water managers have identified non-economic benefits of completely discontinuing the practice of treating STMWRF waste solids at TMWRF. Most important to the region is reducing the total amount of nitrogen treated at TMWRF and discharged to the Truckee River.

The new facilities that will be constructed include an aerobic sludge digester and new building which will house the mechanical, chemical, electrical, and process control equipment. These facilities will be built to treat all the sludge presently generated at STMWRF, plus additional capacity to accommodate a 20-year growth forecast. The current practice of conveying sludge to TMWRF will be discontinued when the new facilities are operational, which is expected in 2016 following approximately 18 months of construction and start-up activities.

Staff conducted an analysis of the contractors bid, comparing it to the engineer's cost estimate and determined the engineer's estimate to be low in subcontractor prices for

electrical and mechanical subsystems and structural concrete. It is also important to understand that the nature of the project being specialized, the available local contractors, and laws regarding preferred status for those contractors has limited the pool of contractors willing to bid on this project.

#### FISCAL IMPACT

This project was anticipated and budged in the County's five year Capital Improvements Program (CIP) which was approved by the Board during the budget process. Total budget approved in the CIP over a two year period is \$8,757,000 with only \$4,507,000 budgeted in fiscal year 2015 (FY15).

NRS 354.626 requires budget appropriations to be available for total project costs, even for multi-year projects, to enter into a contract. To provide the required budget for total project costs of \$12,830,000, additional budget authority needs to be provided in the Water Resources Enterprise Fund as follows:

### Water Resources Enterprise Fund

#### Increase in User Rate Funded Capital Budget

WR495112-781080 Construction Contracts

\$4,012,120

# Increase in Developer Connection Fee Funded Capital Budget

668600-781080

**Construction Contracts** 

\$4,310,880

The project will replace current solids waste handling practices for a large number of current customers, an estimate of 66.4% of the total project. The additional 33.6% would accommodate future growth.

Costs associated with modifying current solids waste handling processes for current customers (\$8,519,120) would be paid from sewer rates, project number WR495112, cost center 664950, account number 781080 (66.4%). Costs in support of future growth (\$4,310,880) would be paid from connection fee revenues, cost center 668600, account number 781080 (33.6%).

Sewer rate revenue and developer connection fee cash currently exist and have been earmarked in the CIP for the purpose of funding the solids management facility project. Remaining sewer operating and connection fee cash balances subsequent to completing the solids management facility project will be sufficient for future operating and known development-related infrastructure needs.

#### RECOMMENDATION

It is recommended that the Board of County Commissioners award a bid and approve the Agreement Form to the lowest responsive, responsible bidder for the South Truckee Meadows Water Reclamation Facility Biosolids Facilities Project recommended [KG Walters Construction Company, Inc., \$12,830,000]; and if approved, adopt a Resolution

to augment the budget of the Washoe County Water Resources Enterprise Fund; and direct the Comptroller's Office to make the appropriate adjustments.

# **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be. "Move to award a bid and approve the Agreement Form to the lowest responsive, responsible bidder for the South Truckee Meadows Water Reclamation Facility Biosolids Facilities Project recommended [KG Walters Construction Company, Inc., \$12,830,000]; and if approved, adopt a Resolution to augment the budget of the Washoe County Water Resources Enterprise Fund; and direct the Comptroller's Office to make the appropriate adjustments."

#### AGREEMENT FORM

# South Truckee Meadows Water Reclamation Facility Biosolids Facilities Project

THIS AGREEMENT (also herein refer	red to as "Contract"), is made and entered into this			
day of, 2014, b	y and between Washoe County, a political subdivision			
of the State of Nevada, acting through the	he Washoe County Commissioners hereinafter called			
"Owner" and	•			
	, a General			
Contractor, Nevada State License No	hereinafter called the "Contractor".			

# WITNESSETH:

That the Owner and the Contractor, for the consideration hereinafter named, agree as follows:

## Article 1. Scope of Work

The Contractor shall furnish all of the materials and perform all of the work described in the Specifications entitled "SOUTH TRUCKEE MEADOWS WATER RECLAMATION FACILITY – BIOSOLIDS FACILITIES PROJECT", prepared by CH2M HILL, INC.

#### **Article 2.** Time of Completion

The Work shall be Substantially Complete within 480 days from the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 540 days after the date when the Contract Times commence to run.

Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Thousand Five Hundred Dollars (\$2,500) for each calendar day that expires after the time specified herein for Substantial Completion until the Work is Substantially Complete.

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Thousand Five Hundred Dollars (\$2,500) for each calendar day that expires after the time specified herein for completion and readiness for final payment until the Work is completed and ready for final payment.

# Article 3. Progress Payments

On or about the first of each month, the Contractor shall make and certify an estimate of the amount and fair value of the work done, and may apply for partial payment therefore. The

# WASHOE COUNTY DEPARTMENT OF COMMUNITY SERVICES STMWRF BIOSOLIDS FACILITIES PROJECT

Contractor shall revise the estimate as the Owner may direct. Whenever the monthly estimate, after approval, shows that the value of the work completed during the previous month exceeds one percent (1%) of the total contract price, the Owner will process a pay request. The Owner will thereupon cause the amount therein to be paid to the Contractor. Such certificate will authorize payment in an amount equal to the value of the work completed less any sums that may be retained by the Owner.

The Owner shall retain ten percent (10%) of such estimated value of the work done as part security for the fulfillment of the Contract and shall pay monthly to the Contractor, while carrying on the work the balance not retained, after deducting therefrom all previous payments. No partial payment shall be made when, in the judgment of the Owner, the work is not being diligently prosecuted by the Contractor.

The amount of payments withheld as provided herein shall be retained for a period of thirty (30) days from the date of filing of the Notice of Completion.

Owner shall pay to Contractor at the end of each quarter this Agreement is in effect, interest for the quarter on the amount withheld at a rate to be determined by Owner in accordance with NRS 338.515. If the amount due the Contractor pursuant to this provision for any quarter is less than Five Hundred Dollars (\$500.00), the Owner may withhold the interest until: (1) the end of a subsequent quarter after which the amount of interest due is Five Hundred Dollars (\$500.00) or more; (2) the end of the fourth consecutive quarter for which no interest has been paid to the Contractor; or (3) the final payment is due under the Agreement; whichever occurs first.

Contractor shall pay the Subcontractors progress payments and pay interest on amounts retained from said progress payments in accordance with the provisions of NRS 338.510 through NRS 338.535.

#### Article 4. Acceptance and Final Payment

As soon as practical following the completion of the work, the Contractor shall make request by letter to the Owner for a final inspection and acceptance of the work, and if, in Owner's opinion, all provisions of the Specifications and Agreement have been satisfied, Owner will cause a Notice of Completion to be filed with the County Recorder.

At the expiration of thirty (30) calendar days following the filing of the Notice of Completion, final payment shall be made as follows: After deducting all previous payments from the total value of the work, the remaining balance shall be paid, providing that no claims, liens or outstanding debts have been filed against the work, and the contract is not subject to arbitration or litigation between parties. Notwithstanding the expiration of thirty (30) calendar days, the Contractor, upon demand by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness relating to the work performed, have been paid before final payment is made.

# Article 5. The Contract Sum

The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Specifications and to the satisfaction of the

# WASHOE COUNTY DEPARTMENT OF COMMUNITY SERVICES STMWRF BIOSOLIDS FACILITIES PROJECT

Owner, the amounts as set forth in the Bid Proposal. This sum is to be paid in the manner and under the conditions hereinbefore specified.

#### Article 6. Performance and Payment Bonds

The Contractor agrees that he will before this Contract becomes effective, furnish the Owner a Performance and Completion Bond and a Labor and Material Payment Bond, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the total Contract sum.

The Performance and Completion Bond shall be conditioned that the work under the Contract shall be performed in accordance with the specifications and terms of this Agreement and shall guarantee the work for a period of one (1) year.

The Labor and Material Payment Bond shall be conditioned to provide and secure payment for all material, provisions, provender and supplies, teams, trucks and other means of transportation used in, or upon or about the work and for any labor done thereon.

# Article 7. The Contract Documents

The following is an enumeration of the Contract Documents, and are fully a part of the Contract as if hereto repeated:

- 1. ADVERTISEMENT FOR BIDS
- 2. INSTRUCTIONS TO BIDDERS
- 3. BID FORM
- 4. BID BOND
- 5. LIST OF SUBCONTRACTORS SUBMITTED WITH BID
- 6. LIST OF SUBCONTRACTORS TO BE SUBMITTED WITHIN 2 HOURS OF BID OPENING
- 7. LOCAL PREFERENCE AFFIDAVIT
- 8. AFFIDAVIT OF NON-COLLUSION
- 9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS
- 10. LIST OF PROPOSED EQUIPMENT MANUFACTURERS
- 11. AGREEMENT FORM
- 12. PERFORMANCE AND COMPLETION BOND
- 13. LABOR AND MATERIAL PAYMENT BOND
- 14. GENERAL CONDITIONS
- 15. SUPPLEMENTARY CONDITIONS
- 16. TECHNICAL SPECIFICATIONS
- 17. ADDENDA
- 18. DRAWINGS Prepared by CH2M HILL, INC., titled "South Truckee Meadows Water Reclamation Facility Biosolids Facilities Project" dated September 2014.
- 19. Geotechnical Interpretive Report for Biosolids Facilities Project, South Truckee Meadows Water Reclamation Facility, dated August 2014.
- 20. ANY VALIDLY EXECUTED CHANGE ORDER, DIRECTIVES OR AMENDMENTS HERETO

# WASHOE COUNTY DEPARTMENT OF COMMUNITY SERVICES STMWRF BIOSOLIDS FACILITIES PROJECT

### Article 8. Nondiscrimination:

In accordance with NRS 338.125, in connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreements shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Any violation of such provision by the Contractor shall constitute a material breach of the Contract. Further, Contractor agrees to insert this nondiscrimination provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

#### Article 9. Veteran's Preference

Contractor agrees to give preference as provided in NRS 338.130. If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

### Article 10. Prevailing Wage Rates

Contractor agrees that he shall pay the prevailing wage rates in effect at the time of the Bid and comply with NRS 338.

In addition, Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each workman employed by him in connection with this Project. The records shall be open to inspection by the Owner, its officers and agents and at all reasonable hours.

#### Article 11. Indemnification/Hold Harmless

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with Contractors to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that Contractors accept and are able to pay for the loss liability related to their activities. Specific requirements are included in the Supplementary Conditions, SC-6.02.C.

If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

#### Article 12. Termination

In addition to other provisions of this Agreement, Owner has the right to terminate the Agreement without cause at any time upon giving Contractor seven (7) days notice in writing. In the event the Agreement is terminated by Owner in accordance with this provision, Owner agrees to pay Contractor for all work satisfactorily completed and for materials installed prior to the date of termination.

# WASHOE COUNTY DEPARTMENT OF COMMUNITY SERVICES STMWRF BIOSOLIDS FACILITIES PROJECT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written

	WASHOE COUNTY
	Chairman Board of County Commissioners
	ATTEST:
	Nancy Parent, Washoe County Clerk
	CONTRACTOR
	By:
	Title:
	Date:
STATE OF NEVADA ) ) SS:	
COUNTY OF )	
On this day of Notary Public, executed the foregoing Agreement.	, 2014, personally appeared before me, a, who acknowledged to me that he/she
	NOTARY PUBLIC

#### Attachment 1

# INSURANCE SPECIFICATIONS FOR USE WITH PUBLIC WORKS CONSTRUCTION AGREEMENTS

#### INTRODUCTION

WASHOE COUNTY has established specific indemnification, insurance, and safety requirements for public works construction contracts to help assure that reasonable insurance coverage is purchased and safe working conditions are maintained. Indemnification and hold harmless clauses are intended to assure that CONTRACTOR accepts and is able to pay for the loss or liability related to its activities.

IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE CONTRACTOR'S AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2071. IF ANY APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

#### INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY (hereinafter to include the Department of Water Resources), it's officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property or injury to CONTRACTOR'S employee, caused by the omission, failure to act, or negligence on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement, by CONTRACTOR or by others under the direction or supervision of CONTRACTOR, or the omission, failure to act, or negligence during CONTRACTOR'S completed operations.

CONTRACTOR must either defend COUNTY or, upon determination that the work performed by CONTRACTOR was negligent in any manner or that CONTRACTOR failed to perform any duty set forth in this Agreement, pay COUNTY'S costs related to the investigation and defense of any claim, demand, action, or cause of action. CONTRACTOR shall reimburse COUNTY for the time spent by such personnel at the cost incurred by COUNTY for such services.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

#### GENERAL REQUIREMENTS

CONTRACTOR shall purchase Industrial Insurance, General Liability, Automobile Liability, and Property Insurance as specified in the bidding requirements. The cost of such insurance shall be included in the CONTRACTOR'S bid.

#### INDUSTRIAL INSURANCE (WORKERS' COMPENSATION)

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Subcontractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 (industrial injury) and NRS 617.210 (occupational disease).

It is further understood and agreed by and between COUNTY and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Agreement.

#### OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- 1. General Liability and Automobile Liability Coverages
  - a. COUNTY, its officers, agents, employees, and volunteers are to be included as ADDITIONAL INSUREDS as respects damages and defense arising from: activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied, or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees, or volunteers.
  - b. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees, or volunteers.
  - d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

#### **VERIFICATION OF COVERAGE**

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.

#### SUBCONTRACTORS

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

#### SAFETY PROGRAM

CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

CONTRACTOR shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

- 1. All employees on the work site and all other persons who may be affected thereby.
- 2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
- 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. CONTRACTOR shall comply with OSHA'S Hazard Communication Standards.

CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the Owner and the Engineer.

#### MISCELLANEOUS CONDITIONS

- 1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed, or supervised by CONTRACTOR.
- 2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
- 3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof; or,
  - b. Terminate the Agreement.

#### RESOLUTION

# TO AUGMENT THE BUDGET OF THE WASHOE COUNTY WATER RESOURCES ENTERPRISE FUND

WHEREAS, Washoe County owns and operates the South Truckee Meadows Water Reclamation Facility (STMWRF), which provides sewer treatment to approximately 13,000 homes and businesses within southern Washoe County, including portions of the City of Reno; and

WHEREAS, new facilities need to be constructed to treat all the sludge presently generated at STMWRF, plus additional capacity to accommodate a 20-year growth forecast, and

WHEREAS, the Water Resources five year Capital Improvement Program (CIP) approved by the Board of County Commissioners includes \$8,757,000 for the solids management facility project (\$4,507,000 in FY15 and \$4,250,000 in FY16); and

WHEREAS, the County's fiscal year 2015 budget agrees with the approved CIP, but only reflects the first year of expected financial outlay (\$4,507,000); and

WHEREAS, NRS 354.626 requires budget appropriations to be available for total project costs to enter into a contract; and

WHEREAS, the awarded bid amount of \$12,830,000 exceeds CIP estimates and budget appropriations in fiscal year 2015; and

WHEREAS, rate revenue and developer connection fee cash currently exist and have been reserved for the purpose of funding the solids management facility project; and

WHEREAS, remaining sewer operating and connection fee cash balances subsequent to completing the solids management facility project will be sufficient for future operating and known development-related infrastructure needs; and

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the County of Washoe, State of Nevada:

Section 1. That the budget of the Washoe County Water Resources Enterprise Fund be adjusted as follows:

#### Water Resources Enterprise Fund

# Increase in User Rate Funded Capital Budget

WR495112-781080 Construction Contracts

\$4,012,120

Increase in Developer Connection Fee Funded Capital Budget

668600-781080

**Construction Contracts** 

\$4,310,880

Section 2. This Resolution shall	be effective on pas	sage and approval.
Section 3. The County Clerk is Comptroller's Office.	hereby directed to d	listribute copies of the Resolution to the
Adopted this	day of	, 2014.
Chairman, Washoe County Commission		
ATTEST:		
County Clerk		